

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

AUG 25 2017

RICK WARREN
COURT CLERK

BOBBY GENE SMITH,

Plaintiff,

v.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, a Foreign Corporation,

Defendant.

CASE NO:

CJ-2017-4859

PETITION

COMES NOW the Plaintiff, Bobby Gene Smith (hereinafter also referred to as Bobby Smith), by and through her attorney of record in this case, Christopher T. Yanda, and for her cause(s) of action against the Defendant State Farm Mutual Automobile Insurance Company (hereinafter also referred to as Defendant State Farm), alleges and states as follows:

JURISDICTION AND VENUE

1. That the Plaintiff, Bobby Smith, is a resident of the State of Oklahoma and was a resident of Oklahoma on the date of the subject motor vehicle accident that occurred on September 26th, 2016.
2. The incident giving rise to this cause of action occurred on September 26th, 2016, in Oklahoma County, Oklahoma.
3. That the Defendant State Farm Mutual Insurance Company is a foreign corporation doing business in the State of Oklahoma
4. That this Court has jurisdiction and venue over these causes of action and the parties herein.

FACTS

5. That on or about September 26th, 2016, the Plaintiff, Bobby Smith, was lawfully operating her motor vehicle traveling westbound on Britton Road in a prudent and cautious manner.

6. That suddenly and without warning the a vehicle operated by an unknown person negligently drove into front driver's side of Plaintiff's vehicle and then fled the scene prior to police arriving and without providing proper identification and insurance information.

7. That a witness followed the person that caused the accident and obtained the tag number and provided it to the police but the tag number did not match the vehicle that was being operated by the hit and run driver.

8. That as a result of the negligence of the unknown hit and run driver, Bobby Smith did sustain injury to her person and damage to her vehicle.

9. That the unknown hit and run driver was negligent and said negligence was the direct and sole cause of the motor vehicle accident.

10. That no act or omission on the part of Plaintiff Bobby Smith caused or contributed to the accident taking place.

CAUSES OF ACTION

BREACH OF CONTRACT AND BAD FAITH

11. Plaintiff, Bobby Smith, adopts and re-pleads herein by reference all allegations contained herein, above and below this cause of action, and further alleges and states as follows:

12. At the time of the collision giving rise to this lawsuit, Plaintiff Bobby Smith had paid premiums for, and was covered by, an automobile insurance policy sold to her by Defendant State Farm.

13. On the date of the accident at issue in this litigation, the policy of insurance sold to Plaintiff Bobby Smith by Defendant State Farm included coverage for Uninsured Motorist Coverage (herein also referred to as UM coverage).

14. That the facts surrounding the accident of September 26th, 2016 triggered the UM coverage that Defendant State Farm sold to Plaintiff Bobby Smith.

15. That Plaintiff Bobby Smith made claim for Uninsured Motorist Benefits with Defendant State Farm and Defendant State Farm has failed and refused to fully compensate Plaintiff Bobby Gene Smith in accordance with the terms of the Uninsured Motorist Policy and established Oklahoma Law and as a result has breached State Farm's contractual obligations and fiduciary duties owed to Plaintiff Bobby Gene Smith.

16. That Defendant State Farm is responsible for handling Plaintiff's Underinsured Motorist Claim in accordance with Oklahoma Law and in accordance with established fiduciary duties of good faith and fair dealing and has breached the owed duty of good faith and fair dealing including but not limited to one or more of the following ways:

- a. Engaging in an improper claims investigation;
- b. Engaging in improper claim evaluation;
- c. Improper delay of payment of Uninsured Motorist proceeds owed pursuant to the insurance contract and established Oklahoma Law;
- d. Improper denial of payment of Uninsured Motorist Benefits owed pursuant to the insurance contract and established Oklahoma Law;
- e. Under-evaluating or "low-balling" Plaintiff's Uninsured Motorist Claim;
- f. Offering the Plaintiff less than the full value of her Uninsured Motorist Claim;

- g. Refusing to fully compensate Plaintiff in accordance with the terms of the insurance contract and established Oklahoma Law;
- h. Forcing Plaintiff to file suit to obtain benefits that she is owed.

17. The actions of Defendant State Farm constitute Bad Faith and are acts that are oppressive, intentional, malicious, willful, wanton, and with utter and reckless disregard for their duty to deal fairly with their insured and act in good faith entitling Plaintiff to punitive damages to make an example of and to deter similar conduct by insurance companies operating in the State of Oklahoma.

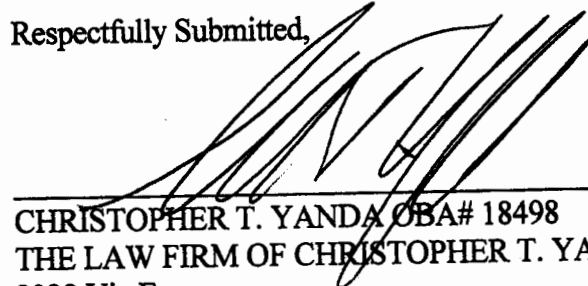
18. Plaintiff has suffered damages from Defendant State Farm's breach of contract and bad faith conduct, including the deprivation of policy benefits, as well as incidental and consequential damages.

19. As a result of Defendant State Farm's breach of contract and Bad Faith conduct, Plaintiff seeks damages including general damages and special damages and punitive damages amounting to a sum in excess of Seventy Five Thousand Dollars (\$75,000.00).

23. That Defendant State Farm is responsible for payment of general and special and contractual damages as well as punitive damages in excess of Seventy Five Thousand Dollars (\$75,000.00) for their breach of contract and bad faith conduct.

WHEREFORE, the Plaintiff, Bobby Smith, prays for judgment on her cause(s) of action against Defendant State Farm for an award of actual damages, contractual damages, extra-contractual damages, special and general compensatory damages and punitive damages in a sum in excess of Seventy Five Thousand Dollars (\$75,000.00), exclusive of costs, attorney's fees and interest and together with awarding costs, attorney's fees and interest and such other affirmative relief that this Court deems just and proper.

Respectfully Submitted,



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